

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Joseph Montopoli, Fire Chief/EMC 954-797-1842

PREPARED BY: Frank Suriano, Assistant Fire Chief 954-797-1843

SUBJECT: Resolution

AFFECTED DISTRICT: All Districts

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS OF FLORIDA TO LEASE ONE COPIER FOR THE FIRE RESCUE DEPARTMENT.

REPORT IN BRIEF: The copier will be replacing a five year old Konica copier in Fire Administration that is in constant need of repair. The new lease will be for a period of 36 months. The copier is under State of Florida contract 600-340-06-01 and to be paid from General administration account of the Fire Rescue Department.

The Maintenance Agreement is all inclusive to cover all parts, labor and supplies (toners), everything except paper and staples. Toshiba E3510C with eCopy ScanStaton Desktop User License and 3 year maintenance and support / \$426.66 per month (36 months - \$366.12 lease and \$60.54 / .0009 per copy month Maintenance agreement).

PREVIOUS ACTIONS: N/A

CONCURRENCES: With Purchasing

FISCAL IMPACT: not applicable

Has request been budgeted? Yes

If yes, expected cost: \$3,839.94/ FY08 cost 9 months, lease beginning January 2008.

FY 09 annual cost \$5,119.92 /FY10 annual cost \$5,119.92/FY11 3 month cost \$1,279.98

Account Name: Contractual Services

If no, amount needed: \$

What account will funds be appropriated from: 001-0620-522-0306

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution / Toshiba copier lease agreement/ State Contract.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH TOSHIBA BUSINESS SOLUTIONS OF FLORIDA TO LEASE
ONE COPIER FOR THE FIRE RESCUE DEPARTMENT.

WHEREAS, the Fire Rescue Department is in need of a copier; and

WHEREAS, the State of Florida is extremely competitive in pricing and has solicited sealed bids for such equipment; and

WHEREAS, after review, the Town Council wishes to accept the bid awarded by the State of Florida Contract number 600-340-03-01 to Toshiba Business Solutions of Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby approves the Bid awarded by the State of Florida to Toshiba Business Solutions of Florida and authorizes the Mayor to execute an agreement with Toshiba Business Solutions of Florida to lease one copier for 36 months.

SECTION 2. The Town Council hereby authorizes the expenditure from the Contractual Account of the Fire Rescue Department Administration.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2007.

MEMBER
ATTEST:

MAYOR/COUNCIL

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

TOSHIBA

BUSINESS SOLUTIONS

True Municipal FMV Lease Agreement

APPLICATION NO.

CONTRACT NO.

TBS LOCATION:

This document is written in "Plain English". The words **you** and **your** refer to the customer. The words **Lessor**, **we**, **us** and **our** refer to Toshiba Financial Services. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME Town of Davle Fire Administration Dept. 6591 Orange Pr
 CITY Davle STATE FL ZIP 3 PHONE _____ FAX _____
 FEDERAL TAX I.D.# _____ E-MAIL ADDRESS _____

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
1 studio 3510c, RADE, Finisher, Bridge kit, Large Capacity Feeder, 3 hole punch		
1 ecopyscan station w/ 10 user ecopy desktop Software		

LEASE TERMS	LEASE PAYMENT AMOUNT	SECURITY DEPOSIT
Term in Months <u>36</u> (mos.)	Payments of \$ <u>360.12</u> (Plus Applicable Taxes) Lease Payment Period is Monthly Unless Otherwise Indicated.	\$ <u>N/A</u> (Plus Applicable Taxes)

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

TERMS AND CONDITIONS

- ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties regarding the Equipment, and there are no other representations, warranties, promises, guarantees or agreements, oral or written, expressed or implied between the parties hereto with respect to the Lease or the equipment. No modification or amendment hereof shall be binding upon the Lessor unless made in writing and executed on behalf of Lessor by its duly authorized officer or agent.
- LESSEE COVENANTS: the Lessee covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the rental payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and
 (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Lessee to make its Base Rental Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Lessee; nor is there any basis for any such action, suit, proceeding or investigation; and
 (3) That the equipment will be operated and controlled by the Lessee and will be used for essential government purposes and will to be essential for the term of the Agreement.
 (4) Lessee has not previously terminated a lease for non-appropriation, except as specifically described in a letter appended hereto.
- SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Lessee.

Signor(s) for Lessee further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Lessee authorizing execution of the Agreement has been duly adopted and remains in full force and effect. (Continued on the reverse side)

LESSOR ACCEPTANCE

11/30/07 Toshiba Financial Services
 DATE LESSOR SIGNATURE TITLE

CUSTOMER ACCEPTANCE

X
 DATED CUSTOMER SIGNATURE TITLE

PRINT NAME
X
 DATED CUSTOMER SIGNATURE TITLE

PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects.

X
 DATE OF DELIVERY CUSTOMER SIGNATURE TITLE

PURCHASE OPTION: After making all required payments, LESSEE may purchase the equipment for its Fair Market Value (FMV) which will not exceed 15% of the original equipment cost. At any other time, LESSEE may purchase the Equipment for the then applicable "Remaining Balance" plus residual.

NON APPROPRIATION: In the event Lessee is in default under the Rental because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Rental was entered into which are sufficient to satisfy all of Lessee's obligations under the Rental during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of lessee;
3. Lessee has exhausted all funds legally available for all payment due under the Rental; and
4. There is no other legal procedure by which payment can be made to Lessor.

in, provided that (a) Lessee has given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from Lessee's counsel stating the same within ten (10) days thereafter; and (c) the Lessee does not directly or indirectly purchase, lease or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of equipment delivered to a location designated by Lessor, at Lessee's expense, Lessor remedies for such default shall be to terminate the Lease at the end of the fiscal period during which notice is given; retain advance rental payments, if any; and/or sell, dispose of, hold, use or lease the equipment as Lessor in its sole discretion may desire, without any duty to account to Lessee.

LEASE AGREEMENT: You agree to lease from us the personal property described under "ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us on property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment including your proper legal name, as well as any omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the rent commencement date shown and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least thirty (30) days before the end of any term. Leases with \$1.00 purchase options will not be renewed. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

RENT: Rent will be payable in installments, each in the amount of the basic lease payment shown. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. The rent payable for the month of rent commencement shall be prorated from the monthly rental amount set forth above. We will have the right to apply all sums received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason, your check is returned for nonpayment, a \$20.00 bad check charge will be assessed.

COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regards to such license agreement, c) You have selected such software and we warrant per Agreement paragraph 10, WE MAKE NO WARRANTIES OF MERCHANTABILITY FOR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE.

OWNERSHIP OF EQUIPMENT: We are the owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS." NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY EACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER.

LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.

LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid lease payments for the full lease term plus the estimated fair market value of the equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

COLLATERAL PROTECTION AND INSURANCE: You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, should you wish us to waive this requirement, we will bill you and you will pay a property damage surcharge of up to .0035 of the equipment cost as a gift of our administrative costs, credit risk and other costs. We may make a profit on this program. As long as you are current at the time of the loss (intentional acts are not included), the remaining balance owed the Agreement will be forgiven. You must be current to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE FOR THIS EQUIPMENT.

INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for loss or injury caused by the Equipment.

FEES: You agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law. Any fee we charge may include a profit.

ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.

DEFAULT AND REMEDIES: If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%) through the end of the then current fiscal year; (2) the amount of any purchase option and if none is specified, 10% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and/or return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. If we ever this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

UCC FILINGS: You grant us a security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.

CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by the law construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter shall be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. You waive trial by jury in any action between us.

ACCEPTANCE: This Agreement will be binding on Toshiba Financial Services only if Toshiba Financial Services accepts it, as evidenced only by the signature of an authorized representative of Toshiba Financial Services. We will not be deemed to have accepted this Agreement unless (a) Our credit evaluation of Customer is satisfactory and (d) this Agreement does not contain any mathematical error or unauthorized price change. In the event of non-approval, the sole liability of Toshiba Financial Services shall be to refund to You the amount that has been paid to Us by You upon the signing of this Agreement.

REPRESENTATIONS: You represent and warrant to us that (1) you have the lawful power and authority to enter into this lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business, and (6) you will take any action we reasonably request to protect our rights in the Equipment.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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Detail by Entity Name

Foreign Profit Corporation

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.

Filing Information

Document Number F99000005031

FEI Number 330865305

Date Filed 09/29/1999

State CA

Status ACTIVE

Principal Address

2 MUSICK
IRVINE CA 92618-1631 US

Changed 03/09/2006

Mailing Address

2 MUSICK
IRVINE CA 92618-1631

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324 US

Officer/Director Detail

Name & Address

Title P,D

TAYLOR, RICK
2 MUSICK
IRVINE CA 92618-1631

Title D

IKEDA, HIROYUKI
2 MUSICK
IRVINE CA 92618-1631

Title D

TORU, UCHIIKE
2 MUSICK

IRVINE CA 92618-1631

Title D

FUKAKUSHI, MASAHIKO
2 MUSICK
IRVINE CA 92618

Title V,S

MORAN, STEPHEN M
2 MUSICK
IRVINE CA 92618-1631

Title VCFO

ALLEN, DESMOND P
2 MUSICK
IRVINE CA 92618

Annual Reports

Report Year Filed Date

2005	03/30/2005
2006	03/09/2006
2007	01/26/2007

Document Images

01/26/2007 -- ANNUAL REPORT	View image in PDF format
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03/30/2005 -- ANNUAL REPORT	View image in PDF format
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DEPARTMENT OF MANAGEMENT
SERVICES

"We serve those who
serve Florida"

JEB BUSH
Governor

Tom Lewis, Jr.
Secretary



Division of State Purchasing
4050 Esplanade Way
Suite 360
Tallahassee, Florida
32399-0950

Telephone:
850-488-8440

Fax:
850-414-6122

Internet:
www.MyFlorida.com

October 6, 2006

MEMORANDUM NO.: (600-340-06-1)-5

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 600-340-06-1

TITLE: Copying and Facsimile Equipment, Maintenance, and
Supplies

The following changes have been made to the subject contract:

All references to Toshiba Business Solutions/Coppyco will now be
changed to Toshiba America Business Solutions

If you have any questions or problems regarding this contract,
please contact the Contract Administrator, Jeff Rackley, at (850)
487-4196, Suncom 277-4196, jeff.rackley@dms.myflorida.com.
Thank you.



DEPARTMENT OF MANAGEMENT
SERVICES

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Fax:
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Internet:
www.MyFlorida.com

CERTIFICATION OF CONTRACT

TITLE: Copying and Facsimile Equipment, Maintenance, and Supplies

CONTRACT NO.: 600-340-06-1

ITN NO.: 12-600-340-C

EFFECTIVE: May 23, 2006 through May 22, 2009

SUPERSEDES: 600-340-03-1

CONTRACTOR(S): IKON Office Solutions (A)
Konica Minolta Business Solutions USA, Inc. (A)
Océ Imagistics Inc. (A)
Qualpath, Inc. (A)
Ricoh Corporation (A)
Sharp Electronics Corporation (A)
Toshiba America Business Solutions A)
Xerox Corporation (A)

- A. **AUTHORITY** - Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of Copying and Facsimile Equipment, Maintenance, and Supplies by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.

All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

- D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

Authorized Signature (date)

RR/cd

Attachments

August 21, 2007

MEMORANDUM NO.: (600-340-06-1)-8

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 600-340-06-1

Title: Copying & Facsimile Equipment, Maintenance & Supplies

Toshiba America Business Solutions has added the accessories listed below to their awarded items on the subject Contract:

Class 2B

GB1280	Re-Rite Software
11B525-00	DS/BarCodeJet
TB-04SXP01-03	eCopy ScanStation OP - Win XP (eBridge) (3 Years M&S)
TB-04S2K01-03	eCopy ScanStation OP - Win 2K (eBridge) (3 Years M&S)
TB-ACCSS02-00	ScanStand Accessory Box (eBridge)
RC-04TXP01-03	eCopy ScanStation OP - Win XP (GM-1040) (3 Years M&S)
RC-04T2K01-03	eCopy ScanStation OP - Win 2K (GM-1040) (3 Years M&S)
RC-ACCSS02-00	ScanStand Accessory Box (GM-1040)
YY-DCM01-03	Documentum Content Server (3 Years M&S)
YY-HUM01-03	Hummingbird Enterprise DM (3 Years M&S)
YY-WRK01-03	Interwoven Worksite (3 Years M&S)
YY-OTL01-03	OpenText Livelink (3 Years M&S)
YY-FNT45-03	FileNet (3 Years M&S)
YY-04OPCRS-03	Cost Recovery (3 Years M&S)
YY-04OPBNS-03	Bates Stamping (3 Years M&S)
YY-SHP01-03	SharePoint (3 Years M&S) [For 3.X Only]
QECPY01	Questys / eCopy Connector
PA5EC	Print Audit / eCopy Connector
YY-009ED05-03	5 eCopy Desktop Licenses (3 Years M&S)
YY-009ED50-03	50 eCopy Desktop Licenses (3 Years M&S)

Class 2E

GB1280	Re-Rite Software
11B525-00	DS/BarCodeJet
TB-04SXP01-03	eCopy ScanStation OP - Win XP (eBridge) (3 Years M&S)
TB-04S2K01-03	eCopy ScanStation OP - Win 2K (eBridge) (3 Years M&S)
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YY-OTL01-03	OpenText Livelink (3 Years M&S)
YY-FNT45-03	FileNet (3 Years M&S)
YY-04OPCRS-03	Cost Recovery (3 Years M&S)
YY-04OPBNS-03	Bates Stamping (3 Years M&S)
YY-SHP01-03	SharePoint (3 Years M&S) [For 3.X Only]
QECPY01	Questys / eCopy Connector
PA5EC	Print Audit / eCopy Connector
YY-009ED05-03	5 eCopy Desktop Licenses (3 Years M&S)
YY-009ED50-03	50 eCopy Desktop Licenses (3 Years M&S)

Class 2F

GB1280	Re-Rite Software
11B525-00	DS/BarCodeJet
TB-04SXP01-03	eCopy ScanStation OP - Win XP (eBridge) (3 Years M&S)
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YY-04OPBNS-03	Bates Stamping (3 Years M&S)
YY-SHP01-03	SharePoint (3 Years M&S) [For 3.X Only]
QECPY01	Questys / eCopy Connector
PA5EC	Print Audit / eCopy Connector
YY-009ED05-03	5 eCopy Desktop Licenses (3 Years M&S)
YY-009ED50-03	50 eCopy Desktop Licenses (3 Years M&S)

Class 4C

GB1280	Re-Rite Software
11B525-00	DS/BarCodeJet
GA1210U	GA1210U Color Controller (Fiery System 8e)
45051747	EFI Impose V2.6 dongle for GA1210
45050927	EFI Auto Trap dongle for GA1210
45050926	EFI Spot On dongle for GA1210
45053789	EFI Hot Folders/Virtual Printers dongle for GA1210
45050924	EFI Secure Erase dongle for GA1210
3000001080	EFI Color Profiler Suite V2.0 with ES-1000
GC1230	512MB Module Memory Module
GQ1110	Coin Controller Wiring Harness
TB-04SXP01-03	eCopy ScanStation OP - Win XP (eBridge) (3 Years M&S)
TB-04S2K01-03	eCopy ScanStation OP - Win 2K (eBridge) (3 Years M&S)
TB-ACCSS02-00	ScanStand Accessory Box (eBridge)
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YY-FNT45-03	FileNet (3 Years M&S)
YY-04OPCRS-03	Cost Recovery (3 Years M&S)
YY-04OPBNS-03	Bates Stamping (3 Years M&S)
YY-SHP01-03	SharePoint (3 Years M&S) [For 3.X Only]
QECYP01	Questys / eCopy Connector
PA5EC	Print Audit / eCopy Connector
YY-009ED05-03	5 eCopy Desktop Licenses (3 Years M&S)
YY-009ED50-03	50 eCopy Desktop Licenses (3 Years M&S)

Class 4D

GB1280	Re-Rite Software
11B525-00	DS/BarCodeJet
GA1210U	GA1210U Color Controller (Fiery System 8e)
45051747	EFI Impose V2.6 dongle for GA1210
45050927	EFI Auto Trap dongle for GA1210
45050926	EFI Spot On dongle for GA1210
45053789	EFI Hot Folders/Virtual Printers dongle for GA1210
45050924	EFI Secure Erase dongle for GA1210
3000001080	EFI Color Profiler Suite V2.0 with ES-1000
GC1230	512MB Module Memory Module
GQ1110	Coin Controller Wiring Harness
TB-04SXP01-03	eCopy ScanStation OP - Win XP (eBridge) (3 Years M&S)

TB-04S2K01-03	eCopy ScanStation OP - Win 2K (eBridge) (3 Years M&S)
TB-ACCSS02-00	ScanStand Accessory Box (eBridge)
RC-04TXP01-03	eCopy ScanStation OP - Win XP (GM-1040) (3 Years M&S)
RC-04T2K01-03	eCopy ScanStation OP - Win 2K (GM-1040) (3 Years M&S)
RC-ACCSS02-00	ScanStand Accessory Box (GM-1040)
YY-DCM01-03	Documentum Content Server (3 Years M&S)
YY-HUM01-03	Hummingbird Enterprise DM (3 Years M&S)
YY-WRK01-03	Interwoven Worksite (3 Years M&S)
YY-OTL01-03	OpenText Livelink (3 Years M&S)
YY-FNT45-03	FileNet (3 Years M&S)
YY-04OPCRS-03	Cost Recovery (3 Years M&S)
YY-04OPBNS-03	Bates Stamping (3 Years M&S)
YY-SHP01-03	SharePoint (3 Years M&S) [For 3.X Only]
QECPY01	Questys / eCopy Connector
PA5EC	Print Audit / eCopy Connector
YY-009ED05-03	5 eCopy Desktop Licenses (3 Years M&S)
YY-009ED50-03	50 eCopy Desktop Licenses (3 Years M&S)

Please see the updated Copier Award Spreadsheet for pricing on the new accessories.

If you have any questions or problems regarding this contract, please contact the Contract Administrator, Jeff Rackley, at (850) 487-4196 or jeff.rackley@dms.myflorida.com.

SECTION 4.0

GENERAL CONTRACT CONDITIONS (PUR 1000)

4.1 Definitions

The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a. "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- b. "Customer" means the State agency or other entity that will order products directly from the Contractor under the Contract.
- c. "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
- d. "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

4.2 Purchase Orders

A Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable Only To Term Contracts

If this is a term contract for commodities or services, the following provisions apply.

- a. Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
- b. Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product

outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

- c. Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- d. Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current Fair Market Value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the Customer property custodian pursuant to Chapter 273, F.S.
- e. Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Manufacturer's Name and Approved Equivalents

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

4.8 Inspection at Contractor's Site

The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.9 Safety Standards

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.10 Americans with Disabilities Act

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.11 Literature

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.12 Transportation and Delivery

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.13 Installation

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site.

Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.14 Risk of Loss

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.15 Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

4.16 Invoicing and Payment

Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions

processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.17 Taxes

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

4.18 Governmental Restrictions

If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.19 Lobbying and Integrity

Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness

and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.20 Indemnification

The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.21 Limitation of Liability

For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State

may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.22 Suspension of Work

The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

4.23 Termination for Convenience

The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.24 Termination for Cause

The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.25 Force Majeure, Notice of Delay, and No Damages for Delay

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if

the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.26 Scope Changes

The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.27 Renewal

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the original term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.28 Advertising

Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Dispute Resolution

Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.31 Employees, Subcontractors, and Agents

All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.32 Security and Confidentiality

The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its

personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.33 Contractor Employees, Subcontractors, and Other Agents

The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.34 Insurance Requirements

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.35 Warranty of Authority

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.36 Warranty of Ability to Perform

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.37 Notices

All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the Customer designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.38 Leases and Installment Purchases

Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.39 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the Customer insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://pride-enterprises.org/>.

4.40 Products Available from the Blind or Other Handicapped

Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit Customer for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency (Customer) insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.41 Modification of Terms

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.42 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.43 Waiver

The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.44 Annual Appropriations

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.45 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.46 Severability

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

4.47 Special Conditions

Pursuant to 60A-1.002(7), F.A.C., a Customer may attach additional contractual and technical terms and conditions. These "special conditions" shall take precedence over this form PUR 1000 unless the conflicting term in this form is statutorily required, in which case the term contained in the form shall take precedence.

6.7.4 TYPE IV Multifunctional Equipment - Business Color Low - Medium Volume Copying Equipment

Type IV will consist of six (6) Business Color, Electrostatic (Laser or LED) Digital Multifunctional Machines with Copier and Network Printer function capabilities and minimum performance requirements outlined below:

<p>COMMODITY NUMBER: Class 1 600-340-210-0020</p> <p>Business Color Digital Copier/Network Printer units with:</p> <ul style="list-style-type: none"> -Automatic Multiple Document Feed-thru -Electronic or Stacker Collating with Finishing/Stapling -Automatic Two-Sided Imaging -Color Multi-Copy Speed: 6 copies/minute -B & W Required Monthly Volume: 2,000 to 5,000 	<p>COMMODITY NUMBER: Class 2 600-340-210-0040</p> <p>Business Color Digital Copier/Network Printer units with:</p> <ul style="list-style-type: none"> -Automatic Multiple Document Feed-thru -Electronic or Stacker Collating with Finishing/Stapling -Automatic Two-Sided Imaging -Color Multi-Copy Speed: 10 copies/minute -B & W Required Monthly Volume: 7,500 to 10,000
<p>COMMODITY NUMBER: Class 3 600-340-210-0060</p> <p>Business Color Digital Copier/Network Printer units with:</p> <ul style="list-style-type: none"> -Automatic Multiple Document Feed-thru -Electronic or Stacker Collating with Finishing/Stapling -Automatic Two-Sided Imaging -Color Multi-Copy Speed: 20 copies/minute -B & W Required Monthly Volume: 15,000 to 20,000 	<p>COMMODITY NUMBER: Class 4 600-340-210-0080</p> <p>Business Color Digital Copier/Network Printer units with:</p> <ul style="list-style-type: none"> -Automatic Multiple Document Feed-thru -Electronic or Stacker Collating with Finishing/Stapling -Automatic Two-Sided Imaging -Color Multi-Copy Speed: 30 copies/minute -B & W Required Monthly Volume: 35,000 to 40,000
<p>COMMODITY NUMBER: Class 5 600-340-210-0100</p> <p>Business Color Digital Copier/Network Printer units with:</p> <ul style="list-style-type: none"> -Automatic Multiple Document Feed-thru -Electronic or Stacker Collating with Finishing/Stapling -Automatic Two-Sided Imaging -- Color Multi-Copy Speed: 40 copies/minute -B & W Required Monthly Volume: 45,000 to 50,000 	<p>COMMODITY NUMBER: Class 6 600-340-210-0100</p> <p>Business Color Digital Copier/Network Printer units with:</p> <ul style="list-style-type: none"> -Automatic Multiple Document Feed-thru -Electronic or Stacker Collating with Finishing/Stapling -Automatic Two-Sided Imaging -- Color Multi-Copy Speed: 50 copies/minute -B & W Required Monthly Volume: 55,000 to 70,000

Class 4D Digital Business Color Copier Toshiba, e-Studio 3500c
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






Purchase Price	\$	8,129.00	Copies Included, Monthly
Setup Charge	\$	-	PPC Over Maximum, B&W
Min CPM		35	Color Copies
Supplies Included in Machine Cost:	Toner - Black	Toner - Cyan	Developer
	Toner - Magenta	Toner - Yellow	Masters
	Staples	Belt	Filters

General Expenses		Purchase	Monthly P	
			36 Month Term Lease	48 Month Term Lease
Lease and Maintenance		N/A	\$ 275.41	\$ 251.97
Maintenance		\$60.54/mo	Included	Included
Accessories	Part Number			
Finisher - Saddle Stitch	MJ1030	\$ 1,705.00	\$ 50.04	\$ 44.58
Hole Punch (MJ1101 Only)	MJ6101	\$ 255.00	\$ 7.48	\$ 6.67
Hole Punch (MJ1024 Only)	MJ6004	\$ 255.00	\$ 7.48	\$ 6.67
Paper Feed Pedestal	KD1018	\$ 377.00	\$ 11.06	\$ 9.86
Cassette for PFP	MY1031	\$ 228.00	\$ 6.69	\$ 5.96
Stand	Stand 3511/4511	\$ 100.00	\$ 2.93	\$ 2.61
Fax Board	GD1210	\$ 646.00	\$ 18.96	\$ 16.89
512MB Memory Upgrade	GC1250	\$ 379.00	\$ 11.22	\$ 9.99
256MB Memory Upgrade	GC1260	\$ 262.00	\$ 7.75	\$ 6.91
Data Overwrite Enabler	GP1060	\$ 206.00	\$ 6.05	\$ 5.39
Wireless LAN Adapter	GN1041	\$ 202.00	\$ 5.93	\$ 5.28
Bluetooth MOD	GN2010	\$ 127.00	\$ 3.73	\$ 3.32
2nd Line Fax	GD1160	\$ 380.00	\$ 11.15	\$ 9.94
Re-Rite Software	GB1280	\$ 1,123.00	\$ 33.24	\$ 29.61
DS/BarCodeJet	11B525-00	\$ 488.00	\$ 14.44	\$ 12.87
GA1210U Color Controller (Fiery System 8e)	GA1210U	\$ 2,586.00	\$ 76.54	\$ 68.19
EFI Impose V2.6 dongle for GA1210	45051747	\$ 1,689.00	\$ 49.99	\$ 44.54
EFI Auto Trap dongle for GA1210	45050927	\$ 558.00	\$ 16.52	\$ 14.71
EFI Spot On dongle for GA1210	45050926	\$ 558.00	\$ 16.52	\$ 14.71
EFI Hot Folders/Virtual Printers dongle for GA1210	45053789	\$ 558.00	\$ 16.52	\$ 14.71
EFI Secure Erase dongle for GA1210	45050924	\$ 558.00	\$ 16.52	\$ 14.71
EFI Color Profiler Suite V2.0 with ES-1000	3000001080	\$ 2,023.00	\$ 59.88	\$ 53.34
512MB Module Memory Module	GC1230	\$ 143.00	\$ 4.23	\$ 3.77

Coin Controller Wiring Harness		\$	\$	\$
eCopy ScanStation OP - Win XP (eBridge)	GQ1110	33.00	0.98	0.87
(3 Years M&S)		\$	\$	\$
eCopy ScanStation OP - Win 2K (eBridge)	TB-04SXP01-03	4,556.00	134.85	120.13
(3 Years M&S)		\$	\$	\$
ScanStand Accessory Box (eBridge)	TB-04S2K01-03	4,556.00	134.85	120.13
		\$	\$	\$
eCopy ScanStation OP - Win XP (GM-1040)	TB-ACCSS02-00	415.00	12.28	10.94
(3 Years M&S)		\$	\$	\$
eCopy ScanStation OP - Win 2K (GM-1040)	RC-04TXP01-03	4,556.00	134.85	120.13
(3 Years M&S)		\$	\$	\$
ScanStand Accessory Box (GM-1040)	RC-04T2K01-03	4,556.00	134.85	120.13
		\$	\$	\$
Documentum Content Server (3 Years M&S)	RC-ACCSS02-00	415.00	12.28	10.94
		\$	\$	\$
Hummingbird Enterprise DM (3 Years M&S)	YY-DCM01-03	1,415.00	41.88	37.31
		\$	\$	\$
Interwoven Worksite (3 Years M&S)	YY-HUM01-03	1,415.00	41.88	37.31
		\$	\$	\$
OpenText Livelink (3 Years M&S)	YY-WRK01-03	1,415.00	41.88	37.31
		\$	\$	\$
FileNet (3 Years M&S)	YY-OTL01-03	1,415.00	41.88	37.31
		\$	\$	\$
Cost Recovery (3 Years M&S)	YY-FNT45-03	1,415.00	41.88	37.31
		\$	\$	\$
Bates Stamping (3 Years M&S)	YY-04OPCRS-03	1,415.00	41.88	37.31
		\$	\$	\$
SharePoint (3 Years M&S) [For 3.X Only]	YY-04OPBNS-03	1,415.00	41.88	37.31
		\$	\$	\$
Questys / eCopy Connector	YY-SHP01-03	1,415.00	41.88	37.31
		\$	\$	\$
Print Audit / eCopy Connector	QECOPY01	598.00	17.70	15.77
		\$	\$	\$
5 eCopy Desktop Licenses (3 Years M&S)	PA5EC	629.00	18.62	16.59
		\$	\$	\$
	YY-009ED05-03	995.00	29.45	26.24

PIGGYBACK BID CHECKLIST

Completed by

- | | | |
|--|---|---|
| 1. Piggyback of bid awarded by | <u>State of Florida Contract No. 600-340-06-1</u> | <u></u> |
| 2. Date of award | <u>May 23, 2006</u> | <u></u> |
| 3. Date of expiration | <u>May 22, 2009</u> | <u></u> |
| 4. Date of last renewal | <u>May 23, 2006</u> | <u></u> |
| 5. Copy of bid award attached | <input checked="" type="checkbox"/> YES NO | <u></u> |
| 6. Requested item same as awarded item | <input checked="" type="checkbox"/> YES NO | <u></u> |
| 7. Approved Procurement Authorization attached | <input checked="" type="checkbox"/> YES NO | <u></u> |
| 8. Justification | <u>Approved in budget</u> | <u></u> |
| | | |
| 9. Benefit to the Town | <u>The copier will be replacing a five year old Konica copier that is in constant need of repair.</u> | |
| 10. Contact information sheet attached | YES <input checked="" type="checkbox"/> NO | <u></u> |